

International Comparative Legal Guides

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Swipe at Your Own Risk: Do Dating Apps Owe Their Users a Duty of Care?



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Introduction

Social media platforms have fundamentally transformed the ways in which people interact with each other, both socially and commercially. The boundaries between online and offline life are increasingly blurred, with digital platforms acting as active facilitators of human connection. Dating apps are particularly interesting in this regard as their entire purpose goes beyond simply communicating online; they are designed to introduce strangers offline and create lasting connections. Unlike general-purpose social media platforms such as Facebook or Instagram, which are geared primarily towards user communication and content sharing, dating apps like Tinder, Bumble and Hinge use algorithms to recommend matches for individual profiles with the ultimate aim of offline interaction. The possibility, and indeed, encouragement of offline interactions, opens the door to some serious real-world issues. There have been many reports of incidents of sexual assault, harassment, fraud, impersonation and other forms of abuse linked to dating apps. Whilst the platforms themselves do not directly cause the harm, they provide individuals with the means to carry out potentially harmful conduct by facilitating matches on the apps.

Such incidents raise the critical question of whether dating apps owe a duty of care to their users in negligence in respect of harm caused by other users of the apps, which in turn highlights some tensions within the existing legal framework. First, English law has long been reluctant to impose liability for omissions or for harm resulting from the criminal acts of third parties, treating such liability as exceptional and ordinarily dependent on a pre-existing duty or an assumption of responsibility. Second, the regulatory landscape has shifted considerably in recent times to reflect the risks created by modern usage of social media sites. In the UK, the Online Safety Act 2023 (OSA) imposes express obligations on platforms to identify, assess and mitigate risks associated with user interactions. These legislative changes indicate an acceptance of the view that social media platforms are capable of, and responsible for, taking active steps to reduce foreseeable harm. While they do not create private law liability as such, they provide an important backdrop to the inquiry into whether it is fair, just and reasonable to impose a duty of care.

This chapter argues that, although UK courts are unlikely to impose a general duty on dating apps to prevent all user-generated harm, existing negligence principles can support liability in limited circumstances particularly where platforms assume responsibility for user safety, where design choices materially increase foreseeable risk, and where statutory duties inform the policy context of the duty analysis.

Dating apps are used as a focal case study because they facilitate offline encounters, involve the disclosure of sensitive personal information and generate reliance on safety assurances, though the analysis can be applied more widely to other social media platforms.

The Potential for Harm From Dating Apps

There have been a number of high-profile incidents globally linked to dating apps, which demonstrate that the risks associated with their use are neither novel nor remote. In 2016, an individual, dubbed the “Grindr Killer” by the English press, was convicted and sentenced to a whole life order for multiple counts of sexual assault and murder of young men in London between 2014 and 2015. More recently, in 2024, a cardiologist in Denver was convicted and sentenced to 158 years in prison for drugging and sexually assaulting at least eight women he met on Hinge and Tinder. Alongside such cases, there have been numerous reports of dating app-related fraud, impersonation, stalking and coercive behaviour, indicating that harmful conduct associated with these platforms is not confined to isolated or exceptional incidents.

Dating apps routinely facilitate interaction between strangers, encourage rapid trust formation and promote offline meetings through features such as location sharing, algorithmic matching and profile verification. These design choices can reduce traditional social safeguards and expose users to risks that are both foreseeable and, in many cases, repeatedly realised. Many platforms have long acknowledged these risks in their own safety policies and user guidance, and receive substantial volumes of user reports relating to harassment, impersonation and abuse. The existence of such harms forms an essential factual backdrop to any analysis of whether, and in what circumstances, a duty of care can arise under English negligence law.

Establishing a Duty of Care Under English Law

English negligence law provides the framework for assessing whether social media companies and dating apps owe users a duty of care. The law has traditionally been cautious about imposing liability for omissions or for harm caused by third parties, but the principles are sufficiently flexible to respond to the distinctive risks created by digital intermediaries, particularly where platforms curate and monetise user interactions. In novel scenarios (i.e. where a duty of care has not already been established), an incremental approach, by analogy to prior cases, is adopted using the tripartite test set out in *Caparo*

Industries plc v Dickman as a guideline. Under *Caparo*, a duty of care arises where harm is reasonably foreseeable, there is sufficient proximity between claimant and defendant, and it is fair, just and reasonable to impose liability.

In the context of dating apps, foreseeability is unlikely to be contentious. There is ample academic research highlighting the potential risks and harms associated with dating apps, and many of the platforms' own policies acknowledge that online interactions can lead to offline harms, including sexual assault, stalking, fraud and psychological injury.

Where platforms are aware of prior incidents and/or receive repeated reports of abuse (which has often been the case), harm is plainly foreseeable. English law recognises psychological harm, harassment and economic loss as actionable forms of damage. A platform that knows users have been subjected to impersonation, coercive behaviour or repeated harassment, yet continues to facilitate contact without effective safeguards, may readily be said to foresee further harm. The fact that the immediate wrongdoing is carried out by another user does not negate foreseeability where the platform's design and operation make such harm a predictable outcome.

Proximity is a little more complex as English law does not limit proximity to contractual relationships or physical closeness. Instead, it considers a number of factors, including assumption of responsibility, reasonable reliance and control over the source of risk. In the dating app context, proximity may arise where platforms move beyond passive hosting and actively shape interactions. This would include platforms: allowing users to market themselves as "safe" or "verified" (usually through a verification process put in place by the platform itself); offering reporting mechanisms accompanied by assurances of action for non-compliance with user codes of conduct (which most dating app policies provide); and collecting and using sensitive personal data such as location and preferences to better match the platforms' users. Users who rely on verification systems or safety features may, in accordance with the principle established in *Hedley Byrne & Co Ltd v Heller*, stand in a sufficiently proximate relationship with the platform, particularly where it can be established that the users were induced to rely on the safety representations made when deciding to engage with others through the platform and where the platform profits directly from facilitating those interactions.

When assessing whether it would be fair, just and reasonable to impose a duty of care on a dating app, the court would focus on the extent of platform control and the expectations the platform has created. A court may consider whether the app actively curates matches through algorithms, promotes safety features as a core aspect of its service and possesses the technical capacity to intervene. Where a platform ignores repeated reports of harassment or impersonation despite having mechanisms to respond, it becomes more plausible to conclude that imposing a duty is fair and reasonable, particularly in light of evolving regulatory and social expectations.

English negligence law traditionally distinguishes between acts and omissions, treating liability for failures to prevent harm caused by third parties as exceptional. The general rule is that a defendant is not responsible for the independent wrongdoing of others. At first glance, this principle appears to protect dating apps from responsibility for user-on-user harm, given that the immediate injury is inflicted by another user rather than the platform itself. However, the omissions rule is not absolute. English law recognises that liability may arise where a defendant creates or materially increases a risk of harm, assumes responsibility for another's safety or exercises control over the source of danger. These exceptions are particularly relevant to dating apps, which do more than

passively host interactions. These platforms actively engineer the conditions under which users meet and interact offline. Where a platform knowingly continues to facilitate interactions involving a user who has been reported for abusive behaviour, or holds itself out as providing a safer or verified environment, the characterisation of its conduct as a mere omission becomes increasingly strained.

While a general duty owed by all dating apps to all users is unlikely, English negligence law can recognise duties in fact-specific circumstances where platforms assume responsibility or materially contribute to risk. Recent legislative changes, most notably the OSA, reflect an explicit acceptance that platforms can and should take reasonable steps to mitigate foreseeable harm. While statutory obligations do not automatically translate into common-law duties, courts increasingly treat them as relevant context when assessing what reasonableness requires.

The OSA

The OSA represents a significant shift in the regulatory expectations placed on online platforms, including dating apps. Parliament has made clear that online platforms are expected to take proactive steps to identify, mitigate and respond to foreseeable harms arising from user interactions. The OSA imposes wide-ranging duties on online platforms to address illegal content, with particularly strict obligations relating to child safety. Platforms must assess and mitigate risks, implement age-verification measures, provide accessible reporting mechanisms for users and parents, and promptly remove illegal or harmful content, including fraudulent advertising. Compliance is overseen by Ofcom, which has issued extensive guidance clarifying regulatory expectations and published an implementation roadmap confirming that early enforcement will focus on illegal harms. Platforms are therefore required to understand the OSA's definition of "illegal content", including the distinction between priority and non-priority offences, and to document how they identify and manage risks arising from their services.

Although a breach of the OSA does not create a general civil cause of action, it provides a statutory backdrop against which courts may evaluate whether it is fair, just and reasonable to impose a duty of care. Failures to conduct risk assessments, to respond adequately to user reports or to implement proportionate safety measures may constitute relevant evidence of breach where a duty is otherwise established. The OSA arguably also strengthens arguments on foreseeability: where Parliament has identified certain categories of harm as requiring mitigation, injury resulting from a failure to address those risks can scarcely be characterised as remote or unexpected. Further, the OSA recasts risk management obligations as reasonable and socially endorsed rather than unduly burdensome, which impacts the analysis of whether it would be "fair, just and reasonable" to impose a duty.

For dating apps, algorithmic matching, location sharing and verification systems are all features that place the platforms in a position of control over the conditions under which risk arises, and, in some cases, encourage user reliance on representations of safety. Continued inaction in the face of repeated reports or identifiable patterns of abuse may fall within recognised exceptions to the general rule against liability for omissions, including the assumption of responsibility and the creation and/or enhancement of risk.

Whilst the OSA does not displace common-law negligence principles, it does reinforce their incremental development. It provides courts with a clearer legislative signal that platforms

are responsible for user safety and strengthens the case for recognising fact-specific duties of care where platform design, conduct and regulatory expectations meet. By contrast, US law takes a different approach, providing platforms with extensive statutory immunity that limits the circumstances in which foreseeable harm can give rise to civil liability.

US Perspective

The US presents a contrast to the UK in its treatment of platform responsibility. Online platforms, including dating apps, benefit from broad immunity under §230 of the Communications Decency Act 1996, which provides that platforms shall not be treated as the publisher or speaker of third-party content. Originally intended to encourage innovation and voluntary moderation, §230 has been interpreted expansively, insulating platforms from a wide range of civil claims, including negligence, even where harm is foreseeable and repeated.

US courts have consistently applied §230 to bar claims arising from offline harm facilitated by dating apps. In *Doe v MySpace*, a negligence claim brought by a minor who was sexually assaulted by someone she met through the platform was dismissed on the basis that the harm derived from third-party conduct, notwithstanding allegations of inadequate age verification and monitoring. Similarly, in *Herrick v Grindr*, the Second Circuit held that §230 barred claims arising from the platform's failure to prevent repeated impersonation and harassment, despite the platform's knowledge of ongoing abuse and its control over account features. In December 2025, six women brought a civil claim against Match Group, the owner of Tinder and Hinge, alleging that they were drugged, raped or sexually assaulted by the same individual they met through the apps. The plaintiffs allege that the platforms were repeatedly warned about the individual's behaviour but failed to remove or restrict him, instead allowing him to remain active and continue matching with other users without warning. US courts have treated platform design, moderation failures and omissions as inseparable from third-party content, thereby foreclosing design-based or risk-creation arguments.

This approach has persisted even where claimants frame allegations in product liability or design defect terms. In *Doe v Grindr*, claims that the app's failure to implement age verification or other safeguards facilitated sexual abuse of a minor were likewise barred. The consistent judicial position is that harms traceable to user interactions fall within §230's immunity, regardless of whether platform features materially contribute to risk. There are limited statutory carve-outs, such as those introduced by the Stop Enabling Sex Traffickers Act and the Fight Online Sex Trafficking Act, which are interpreted restrictively, offering little scope for general negligence claims against dating apps.

From a comparative perspective, US law illustrates the consequences of expansive immunity: victims of serious, foreseeable harm may be left without civil remedies; and platforms

face weak incentives to engage in proactive risk mitigation. For UK courts, the US experience illustrates how a content-based immunity framework can prevent courts from engaging with the realities of platform design and risk creation. It can be said that §230 prioritises platform protection over user safety.

Conclusion

The question of whether dating apps owe users a duty of care in negligence is no longer abstract. The serious risks of facilitated offline interactions include sexual violence, harassment, fraud and psychological harm, and are well documented and acknowledged by platforms themselves. In this context, foreseeability of harm should rarely be disputed from an English law perspective. The more difficult questions arise when considering proximity, omissions and the fairness of imposing liability. Proximity in the dating app context is relational rather than contractual or physical. Platforms that actively curate matches, promote safety assurances or encourage engagement through algorithmic design move beyond passive facilitation into a position of influence over user behaviour. It is arguable that proximity therefore arises from the very structure and governance of the platform itself. Similarly, the traditional reluctance to impose liability for omissions does not preclude responsibility where platform design materially increases risk. Features such as precise location sharing, algorithmic prioritisation of flagged users or failure to respond to repeated reports transform inaction into a contributory factor that amplifies harm. That English law considers assumption of responsibility and control over the source of danger can provide a principled basis for recognising duties in fact-specific circumstances without imposing indeterminate obligations.

Statutory developments, most notably the OSA, reinforce this trajectory. By signalling that platforms must take proactive steps to identify and mitigate foreseeable harms, the OSA reframes the context for common-law duties, particularly under the "fair, just and reasonable" guideline limb of *Caparo*. Unlike the US, where §230 grants expansive immunity and insulates platforms even in the face of repeated, foreseeable harm, the UK framework allows courts to impose fact-specific duties that align legal responsibility with a platform's capacity to influence risk; ensuring that liability is proportionate to the role platforms play in structuring interactions.

Dating apps are not neutral intermediaries: they are architects of digital interactions, the effects of which extend into the physical world. English negligence law can recognise duties where platforms assume responsibility, invite reliance on safety features or structure interactions in ways that heighten foreseeable harm. A risk-sensitive approach preserves flexibility, avoids indeterminate liability and holds platforms accountable for the real-world consequences of their design and governance choices, all without stifling innovation. In doing so, it ensures that the power to connect does not come without responsibility.



Greg Lascelles advises clients in high-stake matters covering complex international commercial litigation, arbitration, regulatory investigations and legislative hearings.

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